

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSK AUTO, INC.		08/31/2005	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	P.O. Box 2558		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2580562	BIG WHEEL ROSSI	
Registration Number:	2596506	BIG WHEEL ROSSI	
Registration Number:	2516092	CSK PROSHOP	
Registration Number:	1437622	FLAG	
Registration Number:	2391098	FLAG AUTOMOTIVE PRODUCTS	
Serial Number:	78667922	KRAGEN AUTO PARTS	
Serial Number:	78653593	KRAGEN AUTO PARTS	
Registration Number:	2218174	MAXPOWER	
Registration Number:	1476551	MEGA-SPARK	
Registration Number:	1446100	MEGA TORQUE	
Registration Number:	1812497	PARTS CONNECTION	
Registration Number:	2296357	PARTS CONNECTION	
Registration Number:	2357170	PARTSTAR	
Serial Number:	78667904	PAY N \$AVE	

OP \$490.00 2580562

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TRADEMARK
REEL: 003153 FRAME: 0271

Registration Number:	2270367	PRIORITY PARTS
Registration Number:	1318791	SCHUCK'S
Registration Number:	1312736	SCHUCK'S
Registration Number:	2323838	SILVER WHEELS SIXTY-TWO PLUS CLUB MEMBERSHIP
Registration Number:	2370069	THE PLACE TO START FOR PARTS

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-2254

Email: ksolomon@stblaw.com

Correspondent Name: Robyn Rahbar, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Robyn Rahbar
Signature:	/rr/
Date:	09/06/2005

Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of August 31, 2005 is made by CSK AUTO, INC., an Arizona corporation located at 645 East Missouri Avenue, Suite 400, Phoenix, Arizona 85012 (the "Borrower"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, located at 270 Park Avenue, New York, New York 10017, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") parties to the Second Amended and Restated Credit Agreement, dated as of July 25, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the Lenders, the Agent, and J.P. MORGAN SECURITIES INC., as Sole Bookrunner and Sole Lead Arranger.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of July 29, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all

of Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CSK AUTO, INC.

By: 
 Name: **Randi Val Morrison**
 Title: **VP, General Counsel & Secretary**

JPMORGAN CHASE BANK, N.A.
 as Administrative Agent for the Lenders

By: _____
 Name: _____
 Title: _____

of Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CSK AUTO, INC.

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: Teri Streusand
Name:
Title: **TERI STREUSAND
VICE PRESIDENT**

ACKNOWLEDGMENT OF BORROWER

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On the 29th day of August, 2005, before me personally came Randi Val Morrison, who is personally known to me to be the VP, General Counsel & Secretary of CSK AUTO, INC., an Arizona Corporation, who, being duly sworn, did depose and say that she is the _____ in such corporation, the corporation described in and which executed the foregoing instrument; that she executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Angelica T. Fish
Notary Public

(PLACE STAMP AND SEAL ABOVE)



ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York

On the 31st day of August, 2005, before me personally came Teti Streva, who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A., a national banking association, who, being duly sworn, did depose and say that she/he is the Vice President in such banking association, the banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such banking association; and that she/he acknowledged said instrument to be the free act and deed of said banking association.

Edeline C. Adderley
Notary Public

EDELINE C. ADDERLEY
Notary Public, State of New York
No. 01/AD000000-00000000-00000000-00000000
Certificate Filed in New York County
Commission Expires September 3, 2008

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
BIG WHEEL ROSSI	2,580,562
BIG WHEEL ROSSI	2,596,506
CSK PROSHOP	2,516,092
FLAG & Design	1,437,622
FLAG AUTOMOTIVE PRODUCTS & Design	2,391,098
KRAGEN AUTO PARTS & Design	78/667,922
KRAGEN AUTO PARTS	78/653,593
MAXPOWER	2,218,174
MEGA-SPARK	1,476,551
MEGA TORQUE & Design	1,446,100
PARTS CONNECTION	1,812,497
PARTS CONNECTION	2,296,357
PARTSTAR	2,357,170
PAY N \$AVE & Design	78/667,904
PRIORITY PARTS	2,270,367
SCHUCK'S	1,318,791
SCHUCK'S & Design	1,312,736
SILVER WHEELS SIXTY-TWO PLUS CLUB MEMBERSHIP & Design	2,323,838
THE PLACE TO START FOR PARTS	2,370,069